

**SWORN AFFIDAVIT CLAIMING
OIL AND GAS LIEN**

STATE OF LOUISIANA §
 §
PARISH OF IBERIA §

BEFORE ME, the undersigned Notary Public, personally came and appeared Brooke Doucet, Collections Manager, Aggreko, LLC, 4610 W Admiral Doyle Drive, New Iberia, LA 70560, who appeared for the purpose of making this Affidavit to claim a oil and gas lien pursuant to the provisions of 56.023 of the Texas Property Code and who, after being by me first duly sworn, did attest and state that:

1. She is the Collections Manager of Aggreko, LLC, and is duly authorized to make this Affidavit.
2. The matters set forth in this Affidavit are true and correct and are within her personal knowledge.
3. Aggreko, LLC has delivered material and performed labor at the property described as:

Drilling Platforms 10,071 and 10,572 located on OCS Lease No. G01757; Block 105A; Brazos Area Field, South Addition, Outer Continental Shelf Offshore, Texas (the "Property")

4. True and correct copies of Aggreko, LLC's invoices, setting forth the description and charges for the equipment and labor provided to the Property, are attached hereto as Exhibit "A."
5. The Owner/Lessor of the Property and its last known address is:

United States Bureau of Ocean Energy Management
Gulf of Mexico OCS Region &
Atlantic OCS Region
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

6. The Lessee/Operator of the Property and its last known address is:

Fieldwood Energy, LLC
2000 W Sam Houston Parkway
Suite 1200
Houston, TX 77042-1246

7. The amount of Aggreko LLC's claim, after allowing the Lessee/Operator all just credits and offsets, is Sixteen Thousand One Hundred Twelve Dollars (\$16,112.00), plus interest and reasonable and necessary attorneys' fees.
8. The kind of work done by Aggreko, LLC was the provision of equipment, including generators and control apparatus, and related labor and materials to the Property commencing on or about April 20, 2020, and ending on or about August 3, 2020. The name and last known address of the person by whom Aggreko, LLC was employed:

Tim Smith
Fieldwood Energy, LLC
2000 W Sam Houston Parkway
Suite 1200
Houston, TX 77042-1246
9. Notice of this claim was sent to the owner by Federal Express on September 21, 2020.
10. Aggreko, LLC's name, mailing address and physical address are set forth in the first paragraph above.
11. The Affidavit is filed in Nueces County, Texas, pursuant to the Provisions of the Texas Property Code, Chapter 56, and with the United States Bureau of Ocean Energy Management pursuant to the provisions of the Outer Continental Shelf Lands Act.

[Signature Page to Follow]

AFTER RECORDING
PLEASE RETURN TO:

Thomas Gruenert
Gruenert Law Group
13802 Cove Landing Lane
Rosharon, Texas 77583

FURTHER AFFIANT SAYETH NOT.

Brooke Doucet

Brooke Doucet

Collections Manager, Aggreko, LLC

STATE OF LOUISIANA

§

§

PARISH OF IBERIA

§

On this 17th day of September, 2020, before me personally appeared Brooke Doucet, known to me to be the person described herein and who executed the foregoing instrument, and acknowledged she executed it as her free act and deed.

Lynndale M. Dugas

(Signature of Notarial Officer)

Lynndale M. Dugas Notary Public

(Title and Rank)

Notary ID Number: 01551

Attorney Bar Roll Number: _____

EXHIBIT “A”

**INVOICE**

Page 1(1)

Customer No. US00008852

Customer PO No. 15317

Invoice No. 13551881

Agreement No. A485160

Contact Name Tim Smith

Date 05/21/20

Invoice To**Deliver To**

Fieldwood Energy LLC
 EDI: Coupa
 2000 W Sam Houston Pkwy S Suite 1200
 Houston
 TX 77042-3623

Fieldwood Energy LLC
 Offshore: BA 105-A
 C/o Martin Energy Dock
 Aransas Pass
 TX

Customer Tax ID#

Salesperson

Kyle Theriot

Payment Terms

Net 60

Due Date

07/20/20

Currency

US Dollars

Service Center

New Iberia

Line / Ref	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total

Offshore Location: EB-159								
Routing ID: 573031								
Lease #: G02646								
Recipient Name: Jared Bergeron								

	XAMT030	Generator 200 KW						
001 / 013	Rental Charge		04/20/20 - 05/17/20	1.00	28.00	117.00	day	3,276.00
		Cable - 4/0 Bare-end 100 ft						
002 / 002	Rental Charge		04/20/20 - 05/17/20	7.00	28.00	5.00	day	980.00
		Accessory (Power) Slings						
003 / 012	Rental Charge		04/20/20 - 05/17/20	1.00	1.00	0.00		0.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	4,256.00	0.00%	-

Rental Total USD 4,256.00
Sales Total USD
Sub-Total USD 4,256.00
Tax Total USD 0.00
Invoice Total USD 4,256.00

All overdue payments shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law.



ONLY to P.O. Box 972562
Dallas, TX 75397-2562

For Proper Posting Include Invoice # on Check Stub

Major Credit Cards Accepted

INVOICE

Page 1(1)

Customer No. US00008852

Customer PO No. 18623

Invoice No. 13554100

Agreement No. A485160

Contact Name Tim Smith

Date 06/23/20

Invoice To**Deliver To**

Fieldwood Energy LLC
EDI: Coupa
2000 W Sam Houston Pkwy S Suite 1200
Houston
TX 77042-3623

Fieldwood Energy LLC
Offshore: BA 105-A
C/o Martin Energy Dock
Aransas Pass
TX

Customer Tax ID#

Salesperson

Kyle Theriot

Payment Terms

Net 60

Due Date

08/22/20

Currency

US Dollars

Service Center

New Iberia

Line / Ref	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total

Offshore Location: EB-159								
Routing ID: 573031								
Lease #: G02646								
Recipient Name: Carlos Cerna								

001 / 013	XAMT030	Generator 200 KW						
	Rental Charge		05/18/20 - 06/14/20	1.00	28.00	117.00	day	3,276.00
002 / 002		Cable - 4/0 Bare-end 100 ft	05/18/20 - 06/14/20	7.00	28.00	5.00	day	980.00
003 / 012		Accessory (Power) Slings	05/18/20 - 06/14/20	1.00	1.00	0.00		0.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	4,256.00	0.00%	-

Rental Total USD 4,256.00
Sales Total USD
Sub-Total USD 4,256.00
Tax Total USD 0.00
Invoice Total USD 4,256.00

All overdue payments shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law.



ONLY to	P.O. Box 972562 Dallas, TX 75397-2562
For Proper Posting Include Invoice # on Check Stub	
Major Credit Cards Accepted	

INVOICE

Page 1(1)

Customer No. US00008852

Customer PO No. 26075

Invoice No. 13557293

Agreement No. A485160

Contact Name Tim Smith

Date 07/31/20

Invoice To	Deliver To
Fieldwood Energy LLC EDI: Coupa 2000 W Sam Houston Pkwy S Suite 1200 Houston TX 77042-3623	Fieldwood Energy LLC Offshore: BA 105-A C/o Martin Energy Dock Aransas Pass TX

Customer Tax ID#

Payment Terms

Currency

Service Center

Net 60

US Dollars

New Iberia

Salesperson

Due Date

Kyle Theriot

09/29/20

Line / Ref	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total

Offshore Location: BA-A105A								
Routing ID: 573031								
Lease #: G01757								
Recipient Name: Carlos Cerna								

XAMT030 Generator 200 KW								
001 / 013	Rental Charge		06/15/20 - 07/12/20	1.00	28.00	117.00	day	3,276.00
Cable - 4/0 Bare-end 100 ft								
002 / 002	Rental Charge		06/15/20 - 07/12/20	7.00	28.00	5.00	day	980.00
Accessory (Power) Slings								
003 / 012	Rental Charge		06/15/20 - 07/12/20	1.00	1.00	0.00		0.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	4,256.00	0.00%	-

Rental Total	USD	4,256.00
Sales Total	USD	
Sub-Total	USD	4,256.00
Tax Total	USD	0.00
Invoice Total	USD	4,256.00

All overdue payments shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law.

PROPOSAL

aggreko

Fieldwood Energy LLC

Attn: Tim Smith
2000 W Sam Houston Pkwy S Suite 1200
Houston, TX 77042-1246
Tel: 337-280-0175
Email: tim.smith@fwellc.com

Rusty Sanner
Sales Representative, Industrial
Tel: 337-842-9189
Email: Rusty.Sanner@aggreko.com

PROPOSAL REFERENCE: 91372237

DATE: October 19, 2016

Dear Tim,

Thank you for your interest in services provided by Aggreko LLC. I am pleased to submit the following proposal, which confirms our pricing and support services. Please keep in mind Aggreko is responsive around the clock to ensure your complete satisfaction.

Please contact me if you have any questions or comments. I look forward to working with you.

Sincerely,
Rusty Sanner



Expected Rental Start: October 18, 2016
 Expected Rental End: December 01, 2016
 Rental Period: 45 days

> Minimum Rental Term 1 Week.

Pricing for Proposal: 91372237

Qty.	Description		Hire Rate Per Day Rates Reflect Quantities	
1	Generator-200 kW Shipped Empty		\$ 117.00 / Day	
7	Cable - 4/0 Bare-end 100 ft		\$ 35.00 / Day	
1	Accessory (Power] Slings			
Subtotal (USD)			\$ 152.00 / Day	

All monthly pricing based on a 28 day billing cycle.

*Filters may be required for service and/or maintenance during the duration of the rental.

Additional Charges:

Description	Charge
Environmental Fee Upon Termination	5% of Selected Equipment Charges
Fuel - Per Gallon	Cost Plus 35% Margin
Fuel - Per Delivery	\$150.00 Drop Fee
Freight - Per Load	Cost Plus 30% Margin
Freight - Per Hour	\$105.00 Waiting Time
Labor - Per Hour	\$134.00 Straight Time (8AM-5PM, M-F)
Labor - Per Hour	\$187.50 Overtime
Labor - Per Hour	\$225.00 Weekend / Holiday
Labor - Per Mile	\$1.65 Travel Mileage
Labor - Per Diem	\$85.00 Per Day
After Hours Fee	\$ 500.00

Environmental Fees

Environmental fees apply relative to emission components, testing, lubricant disposal, anti-freeze, and other environmental waste products.



Fuel

All diesel-powered equipment will be returned with the same amount of fuel as delivered or will be subject to refueling charges. Aggreko's fleet of diesel engines operates on #2 diesel fuel. Delivery charges for standard on-site fueling may apply. Fuel rates may be adjusted during the rental based on fluctuations in market pricing.

Freight

Charges to deliver and pick up equipment to your site will apply if arranged by Aggreko. Delivery/Pickup standby time may be charged in the event of customer-caused delays.

Equipment Maintenance and Service Labor

It is the customer's responsibility to maintain and service equipment during the project term, although, equipment servicing can be performed by Aggreko at an additional charge. All of Aggreko's generators and diesel compressors must be serviced at the following intervals; Diesel Generators 450 Hours / Gas Generators 750 Hours / Diesel compressors 250 Hours. If the customer elects to service the equipment, proof of service must be provided to Aggreko upon request. Daily inspections of the equipment are also the responsibility of the customer. These checks should also be carried out prior to starting the equipment. The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment.

Remote Monitoring

This service is provided on designated equipment models. If applicable, Aggreko personnel will remotely monitor warning and emergency alarms to minimize downtime, increase reliability and proactively troubleshoot issues in a timely and cost effective manner. Corrective action may include the dispatch of service personnel and/or technical phone support directly to onsite customer contacts. The associated fees will be listed above as "Remote Monitoring Fee" (per unit) or "Remote Monitoring Package" (per site). These rates are based on the availability of cellular service at the jobsite. If cellular connectivity is unavailable, other technology may be available at a rate to be agreed upon in writing by the parties.

After-Hours Fee

To cover the additional cost of labor and third party expenses incurred for equipment preparation and mobilization, an After Hours fee applies to orders executed outside of normal business hours (Monday – Friday 8am – 5pm). If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

Equipment Grounding

In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. Customer acknowledges Aggreko is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Aggreko does not assume any liability for incorrect or ineffective grounding and customer expressly releases and shall indemnify Aggreko from any liability related thereto, regardless of the party that performs this service.

Payment Terms

Payments shall be made Net 30 from date of invoice, but are subject to change based on previously agreed upon MSA terms already in effect, financial condition at the time of proposal acceptance or changes in financial condition that occur during the rental, as set for in the North American Rental Agreement Terms & Conditions.

Terms, Conditions and Customer Responsibilities

- Customer responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Aggreko for any fines paid on Customer's behalf and regardless of the party to which the citation is issued.
- State and local taxes apply. TAX is NOT included on any Aggreko proposal. A tax exemption certificate is required for those applicable.
- Any and all required union labor
- Full replacement insurance on equipment (Certificate must be provided prior to delivery)
- All lifting/off-loading of equipment (if applicable)
- Customer assumes all responsibility and liability for any modifications or damage to foundations, landscaping and structures, permanent or temporary, that are required for the installation, use or decommissioning of Aggreko's equipment and accessories, including any supervision, restoration and any resulting injuries.
- All services provided by Aggreko are subject to the MSA currently in place between the parties, if applicable and, if not, then subject to "Aggreko North America Rental Agreement Terms & Conditions". This document is provided online at: http://www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx and is incorporated herein by reference. Alternatively, a copy will be provided upon request. Customer accepts and acknowledges receipt thereof by these methods. Aggreko will accept no alternative terms and conditions. In the event of conflict, the terms set forth herein shall control.



Important Customer Information

- This proprietary document has been created for Tim Smith and Fieldwood Energy LLC, it is therefore acknowledged and agreed to honor our proprietary right to the contents of this proposal and therefore not share the ideas or concepts within.
- All proposals are valid for 15 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period.

Cold Weather Provision

Cold Weather Provision (Low Temperatures between 40° F and - 40° C) Any fuel provided by the customer must be temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, such as (and not limited to) electric block heaters, trickle chargers, heat tracers and battery heaters. In the event that the customer cannot provide power for the winterization components, Aggreko can provide the power source for an additional fee. Snow removal may be required by the customer to ensure equipment and accessory operation, maintenance and repair. All cold weather issues (undercharged battery, fuel gelling, etc.) that require Aggreko Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. Aggreko offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact an Aggreko sales and/or technical representative for more information.

To Place Order

1. Complete, sign, and return the following proposal acceptance page.
2. If referencing a purchase order, please provide hard copy.
3. If tax exempt, please provide a copy of your tax exemption certificate. Once received, it will remain on file for four years for future business. *You will be charged applicable tax if the certificate is not received prior to order acceptance.*
4. Provide a valid certificate of insurance, which can be obtained from your insurance provider.

To Terminate Rental

1. Call 800-Aggreko (800-244-7356). Aggreko requires a minimum of a 24-hour notice for arranging the decommissioning and return freight. Off hire notifications received after 5pm will be acknowledged the following day.
2. Provide the Rental Agreement Number, a Purchase Order Number, or the Equipment Unit Number. Additionally please provide items to be collected, job location, pickup date/time, site contact person name/phone number, and decommission requirements (including technician, de-fuelling, crane/forklift, and confirmation of freight carrier arrival time for return delivery).
3. You will receive a confirmation email within 24hrs to acknowledge your request. If you do not receive this confirmation, please contact your Aggreko Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

**Proposal Acceptance**

Tim Smith at Fieldwood Energy LLC

To accept Proposal, please complete, sign and return this page:

E-mail: RentalCoordinator-Gulf@aggreko.com or Fax: 1(800)493-5712

Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Proposal No. 91372237**PLACE ORDER**

Equipment delivery must be secured with either an approved purchase order or an authorized credit card. Use of a purchase order is contingent upon Aggreko credit approval. If a purchase order is not received prior to the end of the first billing cycle, the billable amount will be charged to the credit card. If credit cannot be established prior to order shipment, advance payment will be required.

- ☐ Purchase Order Hard Copy ☐ Purchase Order is NOT required for payment.

Purchase Order #: _____ Amount: \$ _____

- ☐ Credit Card (MasterCard, Visa, American Express, Discover accepted)

Credit Card #: _____ Expiration Date: _____

Name on Card: _____ Security Code: _____

Billing Address: _____

Customer is deemed to have authorized, in advance, payment in full of all amounts as they become due and payable hereunder by charge to the above referenced credit card upon the issuance of a written invoice (without the need for additional signature or written authorization) as Customer's primary and preferred method of payment; provided, however, if Customer issues payment by check in lieu of payment by credit card for any particular invoice referenced on the check, then credit card charges shall be reversed after any such check has cleared. Customer acknowledges that since this proposal may not reflect the actual cost of services to be determined after the commencement of the work (i.e., freight, fuel, labor, additional rental term, etc.) any amount so stated shall not be deemed a restriction on Aggreko's right to charge Customer's credit card for continued obligations identified in this Proposal, which subsequent charges are expressly authorized herein.

BILLING INFORMATION

Customer Billing Name: Fieldwood Energy LLC

Receive invoices via email: ☐ Yes ☐ No

A/P E-mail: _____

A/P Contact: _____

A/P Contact Telephone: _____

Billing Address: _____

Tax Exempt: ☐ Yes ☐ No **If claiming tax exemption for this order, a valid Sales Tax Exemption Certificate must be provided.**Certificate of Liability Insurance *must be provided with Aggreko listed as additional insured.***SITE INFORMATION**

Site Contact: _____ Site Contact Telephone: _____

Site Address: _____

Delivery Method: ☐ Aggreko Delivery ☐ Customer Pick-Up

Delivery Date: ____/____/____ Delivery Time: _____

Aggreko Technician Required? ☐ Yes ☐ No

By signing this Acceptance, I certify that I am authorized to enter into this agreement on behalf of Lessee. I also certify that such acceptance or delivery of Aggreko's rental equipment shall be deemed an acceptance of the existing MSA between the parties, if applicable, and, if not, then subject to Aggreko's North American Rental Agreement Terms & Conditions available at www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx, to which I acknowledge I have access and are incorporated herein by reference.

Printed Name: _____

Signature: _____ Date: _____

Aggreko, LLC
4713 W Admiral Doyle Drive
New Iberia
LA 70560-9134

Off: 1(800) Aggreko (244-7356)
Fax: 1(800)493-5712

Kelly Knatt

From: Rental Coordinator - Gulf
Sent: Wednesday, October 19, 2016 9:35 AM
To: tim.smith@fwellc.com
Cc: Jay Chauvin; Rental Coordinator - Gulf; Rusty Sanner
Subject: Aggreko Proposal #91372237/ Fieldwood Energy
Attachments: Quotation for_Fieldwood Energy LLC_91372237.pdf



Thank you for your interest in Aggreko. Enclosed please find the proposal for your upcoming project. If you have any questions or concerns regarding this proposal, please contact Rusty Sanner @ (337) 842-9189.

If the proposal meets your approval and for Aggreko to properly execute your order, please submit appropriate documentation to Aggreko via:

E-mail: RentalCoordinator-Gulf@aggreko.com OR

Fax: [800-493-5712](tel:800-493-5712); Attn: Rusty Sanner

Appropriate documentation includes:

- **Completed Proposal Acceptance page, with authorized signature**
- **Hard copy of Purchase Order**
- **Valid Sales Tax Exemption Certificate, if applicable**
- **Certificate of Liability Insurance (list Aggreko as additional insured)**

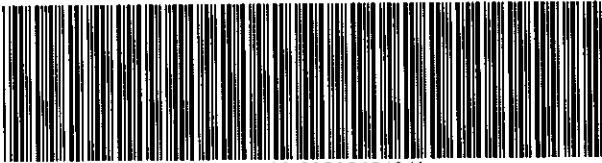
Aggreko offers paperless invoices. Help save the environment and simplify your business by signing up today for your invoices to be e-mailed. To receive this service, it is as simple as responding to this e-mail with the correct billing email address.

All services provided by Aggreko are subject to "Aggreko North America Rental Agreement Terms & Conditions," which is provided online at:

http://www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx and is incorporated herein by reference. You acknowledge access thereto and accept same as if fully incorporated herein. A copy will be provided upon request. These terms shall apply in lieu of any terms provided by you.

Thank you for allowing Aggreko to serve you. We look forward to developing a partnership for all of your rental needs

Kelly Knatt | Rental Coordinator | North America Rental Centers
Aggreko LLC | 4610 W. Admiral Doyle Drive, New Iberia LA 70560
T: 337-369-2215 | **F:** 1-800-493-5712
E: Kelly.Knatt@aggreko.com | www.aggreko.com/northamerica



VG-49-2020-2020042401

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2020042401

Official Public Records

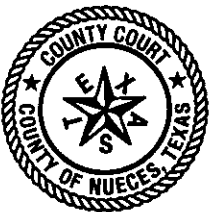
AFFIDAVIT

Recorded On: September 22, 2020 01:20 PM

Number of Pages: 14

" Examined and Charged as Follows: "

Total Recording: \$59.00



STATE OF TEXAS

Nueces County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands
Nueces County Clerk
Nueces County, TX

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2020042401
Receipt Number: 20200922000130
Recorded Date/Time: September 22, 2020 01:20 PM
User: Lisa C
Station: CLERK02

Record and Return To:

FEDEX-THOMAS G GRUENERT PC
13802 COVE LANDING LANE

ROSHARON TX 77583